

पंजाब एण्ड सिंध बैंक

(भारत सरकार का उपक्रम)

शाखा - गुरुकाताल आगरा (A0793)

दूरभाष : 0562-2600511

ई-मेल: A0793@psb.co.in

१८ नो वगिराव नो वी इवगि



PUNJAB & SIND BANK
(A Government Of India Undertaking)

Branch -Guru Ka Tal Agra(A0793)

Phone: 0562-2600511

E-mail: A0793@psb.co.in

To,

Dated: 17-04-2023

1. Shri Mahesh Chand
S/O Kaptan Singh
R/O Baipur, Sikandra,
Agra, Uttar Pradesh 282007

(Borrower)

2. Smt Guddi Devi,
W/O Shri Mahesh Chand,
R/O Plot no 62, Baipur,
Agrasen Vatika, Sikandra,
Agra, Uttar Pradesh - 282007

(COBORROWER)

3. Shri Rakesh Sharma,
S/O Panna Lal Sharma,
Rahul Nagar, S S D School,
Nai Abadi, Agra
Uttar Pradesh 282007

(GUARANTOR)

NOTICE U/s 13(2) OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002

Dear Sir/Madam

1. That you addressee no. 1 & 2 Shri Mahesh Chand S/O Shri Kaptan singh & Smt Guddi devi W/O Mahesh chand requested the bank for financial assistance in the shape of Housing Loan upon the request the bank sanctioned and allowed the following facilities to you in the month of March 2016

S.No	Date of Sanction	Type of Facilities	Loan/Limit Amount
1.	30-03-2016	Housing Loan	Rs.15,00,000/-

The above loan facilities were duly secured by way of Equitable Mortgage of Immovable property Plot no 62, Khasra no 1223, Baipur, Agrasen Vatika, Sikandra, Tehsil & Dist Agra Measuring 167.22 sq.mt . in the name of Smt Guddi Devi W/O Shri Mahesh Chand with registered sale deed dated 26-05-2014 in Bahi no 1 Zild No 8824 page 1 to 46 Serial No 2339 at office of Sub Registrar Agra belonging to addressee No 2 i.e Smt Guddi Devi W/O Shri Mahesh Chand.

2. That you addressee no.1 & 2 being the borrower executed various loaning documents in respect of the above loan facilities on 30-03-2016 and also agreed to pay the rate of interest at the rate of Housing Loan- BR+0


Authorised Officer
PUNJAB & SIND BANK

% = 9.75% Per annum with monthly rests and guidelines of the bank from time to time, in respect of the above said facilities.

3. That you addressee No. 3 stood as guarantor for addressee No 1 & 2 in consideration of the above said loan facilities and executed the deed of continuing guarantee on **Housing Loan - BR+0%=9.75%** in favor of bank and thus the liability of addressee no 3 is co-extensive and continuing with addressee no 1 & 2, you all are jointly and severally liable to pay the dues including interest, costs and other usual bank charges to the bank.
4. That you addressee no. 2 created equitable mortgage in respect of **Immovable property Immovable property Plot no 62, Khasra no 1223, Baipur, Agrasen Vatika, Sikandra, Tehsil & Dist Agra** Measuring 167.22 sq.mt. in the name of **Smt Guddi Devi W/O Shri Mahesh Chand** with registered sale deed dated 26-05-2014 in Bahi no 1 Zild No 8824 page 1 to 46 Serial No 2339 at office of Sub Registrar Agra belonging to addressee No 2 i.e **Smt Guddi Devi W/O Shri Mahesh Chand**.

The details of the property mortgaged is as under:

Name of the mortgagor: Name of the mortgagor: **Smt Guddi Devi W/O Shri Mahesh Chand**

- (a) Mortgagee: Punjab & Sind Bank, Guru Ka Tal, Agra.
- (b) Sum Secured : **Housing Loan Rs. 15,00,000/- (Fifteen Lac Only)**
- (c) Rate of Interest: **Housing Loan - BR+0%=9.75%**.
- (d) Details of Property Mortgaged: **Immovable Property Plot no 62, Khasra no 1223, Baipur, Agrasen Vatika, Sikandra, Tehsil & Dist Agra Measuring 167.22 sq.mt.**
- (e) Details of Title Deed : **Registered sale deed dated 26-05-2014 in Bahi no 1 Zild No 8824 page 1 to 46 Serial No 2339 at office of Sub Registrar Agra belonging to addressee No 2 i.e Smt Guddi Devi W/O Shri Mahesh Chand.**
- (f) Property bounded as:
East: Other Property
West: 6.09 m Wide Road.
North: Other Property.
South: Plot no 61.

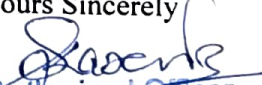
(g). Present Sum Due: **Loan Against Property Rs. 16,87,503.40 (Sixteen Lakh Eighty Seven Thousand Five Hundred Three rupees and Forty Paise)** as on 31-03-2023, plus interest and bank other charges w.e.f 01-04-2023 less recovery if any. That the Loan Against Property amount was repayable in **On Demand**. Besides interest at the rate of **Loan Against property- Repo Rate+0.21%+2.79% i.e. 9.50%** Per annum with monthly rests, till the date of payment in full.

5. That you agreed to pay the additional interest at the rate of 2 percent per annum over and above the normal agreed rate of interest with monthly rests, in case of default in terms and conditions of the sanction and loaning documents.
6. **The account has been declared NPA (Non-Performing Assets) on 31-03-2023. Within the definition of section 2(o) of Act 2002.**
7. That my bank maintains the regular books of account and now a sum of Rs. 16,87,503.40 (Sixteen Lakh Eighty Seven Thousand Five Hundred Three rupees and Forty Paise) as on 31-03-2023 in **Housing Loan** account 07931200000453 thus a total Sum of Rs 16,87,503.40 (Sixteen Lakh Eighty Seven Thousand Five Hundred Three rupees and Forty Paise) inclusive of interest up to 31-03-2023 is legally due and recoverable from you above named addressees and you all are jointly and severally liable To pay the above said dues to the Bank with interest cost and other usual Bank charges till date of payment in full.
8. That the rate of interest varies from time to time as per internal guidelines of the bank and the present rate of interest over the above mentioned facilities with **Housing Loan-Repo Rate+0.21%+2.79% i.e. 9.50%** Per annum with monthly rests as per the Reserve Bank of India directives.

9. That you have defaulted in the repayment of dues the bank which is secured as mentioned above.
10. You are also put on notice that in terms of sub section 13 of section 13 you shall not transfer by sale, lease or otherwise the said secured assets detailed in this notice without obtaining written consent of the bank.
11. Your kind attention is invited to provisions of Sub Section (8) Section 13 of the SARFAESI Act where under you can tender the entire amount of outstanding dues together with all costs charges and expenses incurred by the bank only till date of Publication of the notice for sale of secured asset(s) by public auction by inviting tenders from public or by private treaty. Please also note that if entire amount of outstanding together with the costs, charges and expenses incurred by the bank is not tendered before publication of notice for sale of secured assets by public auction, inviting quotations, and tender from public or by private treaty, you may not be entitled to redeem the secured assets.
12. Please also note that this notice is sent to you without prejudice to the other rights and remedies available to the bank including initiation of appropriate legal proceedings before appropriate courts and or Tribunals for recovery of the above said outstanding amounts. This notice is also without prejudice to the Bank's right for undertaking the prosecution of any complaint filed by bank under section 138 of negotiable Instrument Act, 1881 as amended and /or Payment of Settlement Act 2007 amended.
13. I, therefore by virtue of this legal notice hereby call upon you all of you i.e. addressee no. 1,2 & 3. jointly and severally to make payment and discharge in full liabilities amounting to **Rs. 16,87,503.40 (Sixteen Lakh Eighty Seven Thousand Five Hundred Three rupees and Forty Paise)** as on **31-03-2023**, as per detail mentioned para 7 above + future interest + charges w.e.f **01-04-2023** with monthly rests, to the bank within 60 days of this notice failing which the bank shall be constrained to take measures under the provisions of Chapter III of the SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002, for recovery of above secured dues and in that case you will be jointly and severally liable to pay all costs and other expenses arising there from **01-04-2023 less recovery if any.**

Please note that copy of this notice has been retained in our office.

Yours Sincerely


Authorized Officer
Punjab & Sind Bank
PUNJAB & SIND BANK

भारतीय डाक



India Post

ELI417346483JM IVR:6985417346483

SP SIKANDRA SO (282007)

Counter No:1,18/04/2023,12:14

To:PAKESH SHARMA ..

PIN:282002, SANJAY PLACE SO

From:PUNJAB & SI.SIKANDRA

Wt:20gms

Am:17.70(Cash)Tax:2.70

<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>



India Post

ELI417346497JM IVR:6985417346497

SP SIKANDRA SO (282007)

Counter No:1,18/04/2023,12:14

To:GUDDI DEVI..

PIN:282002, SANJAY PLACE SO

From:PUNJAB & SI.SIKANDRA

Wt:20gms

Am:17.70(Cash)Tax:2.70

<Track on www.indiapost.gov.in>

<Dial 18002666868> <Wear Masks, Stay Safe>



India Post

ELI417346506JM IVR:6985417346506

SP SIKANDRA SO (282007)

Counter No:1,18/04/2023,12:14

To:MAHESH CHAUD ..

PIN:282002, SANJAY PLACE SO

From:PUNJAB & SI.SIKANDRA

Wt:20gms

Am:17.70(Cash)Tax:2.70